

UNITED STATES DISTRICT COURT SOUTHERN  
DISTRICT OF NEW YORK

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS  
OF COMM 2014-CCRE15 MORTGAGE TRUST  
COMMERCIAL MORTGAGE PASS-THROUGH  
CERTIFICATES,

Plaintiff,

- against -

840 WESTCHESTER AVENUE NMA, LLC,  
840 WESTCHESTER AVENUE NPPN, LLC,  
840 WESTCHESTER AVENUE NPPS, LLC,  
840 WESTCHESTER HOLDINGS LLC, BERNARD  
PUTTER, and DOES 1 through 100,

Defendants.

Case No. 1:24-cv-7680 (JLR)

**SUPPLEMENTAL JUDGMENT OF FORECLOSURE AND SALE**

On the Judgment of Foreclosure and Sale entered June 6, 2025 (the “Judgment of Foreclosure and Sale”), and the Report of the Referee dated July 17, 2025 (the “Referee’s Report”); from which it appears this action was brought to foreclose a (i) certain leasehold and other interests in certain parcels of commercial property located in the City of New York, County of Bronx, State of New York, commonly known by the street addresses of 840 and 848 Westchester Avenue, Bronx, NY 10459, and 867 Longwood Avenue, Bronx, NY 10459, with the following tax map designations: Parcel 1 (Block 2689, Lot 1); Parcel 2 (Block 2689, Lot 48); Parcel 3 (Block 2689, Lot 47); and (ii) certain other “Property” described in that certain Consolidated, Amended and Restated Leasehold Mortgage and Security Agreement dated as of December 27, 2013 (as amended and assigned, the “Mortgage”), which was filed for record February 3, 2014, in the City Register as CRFN 2014000041379 (collectively, the “Property”); and

UPON proof that Plaintiff has complied with the applicable rules for securing the Supplemental Judgment of Foreclosure and Sale (the “Supplemental Judgment”). Accordingly, the Supplemental Judgment is to be entered by the Clerk of Court against Defendants 840 Westchester Avenue NMA, LLC (“NMA”), 840 Westchester Avenue NPPN, LLC (“NPPN”), and 840 Westchester Avenue NPPS, LLC (“NPPS” and collectively with NMA and NPPN, “Borrowers”), Defendant Bernard Putter (“Guarantor”) and Defendant 840 Westchester Holdings LLC (“Holdings”). It is further hereby:

ORDERED, ADJUDGED AND DECREED, that the Referee’s Report be, and the same is, hereby in all respects ratified and confirmed, and it is further

ORDERED, ADJUDGED AND DECREED, that the amount due to Plaintiff under the loan agreement, note, mortgage and other loan documents executed in connection with the loan secured by the Mortgage (collectively, "Loan Documents") that are the subject of this action and as determined by the Referee as of July 1, 2025 is \$17,008,193.14, calculated as follows:

| <b>Category</b>                        | <b>Total</b>    |
|----------------------------------------|-----------------|
| Principal balance of Note and Mortgage | \$10,641,807.72 |
| Interest thereon                       | \$3,772,157.14  |
| Late Fees                              | \$694,191.50    |
| Special Servicing Fee                  | \$123,054.16    |
| Interest on Advances                   | \$133,086.28    |
| Liquidation Fee                        | \$134,802.45    |
| Bank Account Maintenance Fee           | \$5,600.00      |
| PPA                                    | \$660,379.95    |
| Real Estate Taxes Advances             | \$277,211.50    |
| Insurance                              | \$530,160.55    |
| UCC Filing Fee                         | \$260.00        |
| FPI Setup Fee                          | \$2,500.00      |
| Force Place Insurance                  | \$22,481.89     |
| Payoff Fee                             | \$10,500.00     |

|  |              |                        |
|--|--------------|------------------------|
|  | <b>Total</b> | <b>\$17,008,193.14</b> |
|--|--------------|------------------------|

ORDERED, ADJUDGED AND DECREED, that, in addition to such \$17,008,193.14 owing to Plaintiff as of July 1, 2025, the amount due to Plaintiff under the Loan Documents that are the subject of this action and as determined by the Referee include the following amounts accruing from and after July 1, 2025 (collectively, the "Additional Accrued Secured Amounts"):

(1) interest of \$3,036.46 per day accruing from and after July 1, 2025; (2) servicing fees in the amount of \$82.56 per day accruing from and after July 1, 2025, and (3) the aggregate amount of referee's fees and costs and attorneys' fees and costs paid by Plaintiff from and after July 1, 2025, and any advances made by Plaintiff after July 1, 2025.

ORDERED, ADJUDGED AND DECREED, that the Paragraph titled "FOURTH" in the Judgment of Foreclosure and Sale is hereby replaced in its entirety as follows:

FOURTH: Said Referee shall also pay to the Plaintiff or its attorneys the sum of **\$17,008,193.14** plus the Additional Accrued Secured Amounts, together with all other amounts owing under the loan agreement, note, mortgage and other loan documents executed in connection with the loan secured by the Mortgage (collectively, "Loan Documents"), or so much as the proceeds of the sale will pay of the same, including, without limitation, advances as provided for in the Loan Documents which Plaintiff may have made or may make for taxes, insurance, maintenance, ground rent payments or any other purpose for or of the Property pending consummation of this foreclosure sale, not previously included in the computation, upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the Loan Documents at the Default Rate (as defined in the Loan Documents), from the date of payment until the time of this foreclosure sale, plus interest at the statutory rate pursuant to CPLR § 5004 from the entry of this Supplemental Judgment until the date of recording of the assignments of

leasehold estates and deeds of conveyance signed and acknowledged by the Referee with respect to the Property conveyed by the Referee pursuant to this foreclosure sale and delivery of the other transfer documents signed by the Referee with respect to the Property conveyed by the Referee pursuant to this foreclosure sale.

ORDERED, ADJUDGED, AND DECREED that following the conclusion of the auction, the Referee is authorized to (1) execute and record the assignments of leasehold estates and deeds of conveyance with respect to the Property conveyed by the Referee pursuant to this foreclosure sale, including, without limitation, all rights, title and interests of each Defendant in and to the Property, (2) execute and deliver the other transfer documents with respect to the Property conveyed by the Referee pursuant to this foreclosure sale, including, without limitation, all rights, title and interests of each Defendant in and to the Property, (3) disburse any and all proceeds of the foreclosure sale in accordance with the terms of the Judgment of Foreclosure and Sale and this Supplemental Judgment of Foreclosure and Sale, and (4) prepare and sign the Referee's Report of Sale for this foreclosure sale. Upon the Referee's completing the actions described in clauses (1), (2), (3) and (4) of this paragraph, Plaintiff may file a letter motion to confirm the Referee's Report of Sale to comply with RPAPL § 1355; and it is further

ORDERED, ADJUDGED, AND DECREED that unless otherwise stated herein, all provisions of the Judgment of Foreclosure and Sale shall remain in full force and effect;

ORDERED, ADJUDGED AND DECREED that Plaintiff shall serve a copy of this Supplemental Judgment of Foreclosure and Sale upon the Defendants and any other parties or persons entitled to service, including the Referee appointed herein.

The Clerk of Court is respectfully directed to terminate the motion at Dkt. 76.

Dated: August 1, 2025  
New York, New York

**SO ORDERED.**

*Jennifer Rochon*  
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JENNIFER L. ROCHON  
United States District Judge